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**Railroad Equipment Lease
and Agreement**

Dated as of July 15, 1972

BETWEEN

ALLTANK EQUIPMENT CORP.,
Lessor

AND

ALLIED CHEMICAL CORPORATION,
Lessee

RAILROAD EQUIPMENT LEASE AND AGREEMENT

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RAILROAD EQUIPMENT LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, dated as of July 15, 1972, between ALLTANK EQUIPMENT CORP., a Delaware corporation ("Lessor"), having an address in care of Hubbard, Westervelt & Mottelay, Inc., 60 East 42nd Street, New York, New York 10017, and ALLIED CHEMICAL CORPORATION, a New York corporation ("Lessee"), with a principal office at Columbia Road and Park Avenue, Morris Township, New Jersey and post office address at P. O. Box 1219R, Morristown, New Jersey 07960.

WHEREAS, Lessor, Lessee and the institutions named in Exhibit A to the Note Purchase Agreement, dated as of July 15, 1972, have entered into said Note Purchase Agreement (the "Note Purchase Agreement") in order to finance the acquisition by Lessor of the Cars referred to below; and

WHEREAS, the Note Purchase Agreement provides, among other things, for the issuance of Series A Notes and Series B Notes (collectively, the "Notes") pursuant to an Indenture of Mortgage and Deed of Trust (the "Indenture") from Lessor to The National Shawmut Bank of Boston, as Trustee (herein, with any successor as Trustee under the Indenture, called the "Trustee"), the Notes to be secured by a first mortgage on said Cars (subject to Allied's rights under this Lease) and an assignment of this Lease;

Now, THEREFORE, Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants and agreements hereinafter contained to be kept and performed by Lessee, does by these presents hereby lease to Lessee the railroad cars listed and described in Schedule A attached hereto and made a part hereof (the "Cars").

1. *Title.* Title to the Cars shall at all times remain in Lessor and at no time shall title become vested in Lessee, except as otherwise expressly provided in this Lease. This is a contract of lease only, and Lessee shall acquire no right, title or interest in or to the Cars, other than the right to use the same under the terms and conditions hereof.

2. *Delivery.* Lessee acknowledges delivery of the Cars to it as Lessee and its acceptance and possession hereunder. Lessee has exam-

ined and is familiar with Lessor's title to the Cars and has found the same to be satisfactory for all purposes hereunder. Lessor makes no warranty or representation whatsoever, express or implied, in respect of the Cars, either as to their fitness for use, design or condition, as to quality of the material or workmanship therein, or as to Lessor's title thereto or otherwise, it being agreed that all such risks are to be borne by Lessee. Lessor hereby irrevocably appoints and constitutes Lessee its agent and attorney-in-fact for and in its name and behalf and for the account of Lessee to make and enforce, from time to time, at Lessee's sole cost and expense, whatever claim or claims Lessor may have against the seller or the manufacturer of the Cars under any warranty, express or implied, in respect thereof.

3. *Term.* (A) *Basic Term.* Subject to the terms and provisions herein contained, this Lease shall be and remain in full force and effect for a basic term (the "Basic Term") commencing on the date of execution and delivery hereof (which shall be the same as the Closing Date described in the Note Purchase Agreement and is herein called the "Commencement Date") and ending at midnight on the twentieth anniversary of the Commencement Date.

(B) *Extended Term.* Lessor hereby grants to Lessee the right to extend the term of this Lease beyond the Basic Term for three successive periods of five years each (any such period being herein called an "Extended Term"), upon all of the terms and conditions set forth in this Lease, except that during any Extended Term, the Extended Term Rent (as defined in Section 4) shall be as set forth in Section 4 and except that the number of Extended Terms permitted hereunder shall be reduced by one upon each such extension so that the entire term of this Lease as so extended shall in no event extend beyond the thirty-fifth anniversary of the Commencement Date. Lessee shall exercise its right to extend the term of this Lease by delivering written notice of such extension to Lessor not less than 30 days prior to the expiration of the term of this Lease then in force; provided, however, that the time for the delivery of such notice by Lessee shall be extended for 30 days unless Lessor notifies Lessee within 120 days prior to the expiration of the term of this Lease then in force of the existence of the right to extend the term hereof, as provided in this Section 3(B). Lessor reserves to itself, in addition to the other rights

and remedies herein expressed or which are or may hereafter be conferred upon Lessor by law, the right to terminate this Lease and the leasehold estate hereby granted as provided in Section 21.

4. *Rent.* (A) *Basic Rent and Extended Term Rent.* Lessee shall pay to Lessor, without notice or demand, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the Trust Department of The National Shawmut Bank of Boston, 40 Water Street, Boston, Massachusetts 02109, or at such place or to such agent as Lessor from time to time may designate, the net basic rental (herein called the "Basic Rent" during the Basic Term and "Extended Term Rent" during any Extended Term). The Basic Rent for each Car shall be payable in 80 consecutive quarter-annual installments, each in an amount equal to 2.49051518% of the Lessor's Cost of such Car as listed in Schedule A ("Lessor's Cost"), commencing on the date which is three months after the Commencement Date (the dates on which installments of Basic Rent are payable are herein called "Basic Rent Payment Dates"); provided, however, that each installment of Basic Rent shall be at least equal to the aggregate amount of interest and principal payable on the Notes on the Basic Rent Payment Date on which such installment of Basic Rent is due. Extended Term Rent for each Car shall be payable in consecutive quarter-annual installments, each in an amount equal to 1/10 of 1% of the Lessor's Cost of such Car, commencing on the date which is three months after the beginning of any Extended Term and ending on the last day of such Extended Term (the dates on which installments of Extended Term Rent are payable are herein called "Extended Term Rent Payment Dates" and, together with the Basic Rent Payment Dates, the "Rent Payment Dates").

(B) *Additional Rent.* Lessee will also pay, as additional rent, all other amounts, liabilities and obligations which Lessee herein assumes or agrees to pay, except that amounts payable as the purchase price for any or all of the Cars pursuant to any provision of this Lease and the amounts payable as liquidated damages referred to in Section 21 hereof shall not constitute additional rent. In the event of any failure on the part of Lessee to pay any of the same, Lessor shall have all rights, powers and remedies provided for herein or by law or equity

or otherwise in the case of nonpayment of the Basic Rent and Extended Term Rent. Lessee will also pay Lessor, on demand, as additional rent, interest at the rate of 9% per annum on all overdue installments of Basic Rent and Extended Term Rent from the due date thereof until payment.

(C) *No Set-Off*. Lessee shall pay Basic Rent, Extended Term Rent and additional rent without notice, demand, set-off, counterclaim, deduction, defense, abatement, suspension, deferment, diminution or reduction and, except as otherwise expressly provided in Sections 14, 15 and 16 of this Lease, Lessee shall have no right to terminate this Lease or to be released, relieved or discharged from any obligations or liabilities hereunder for any reason whatsoever, including, without limitation: (i) any damage to, destruction, theft or loss of the Cars; (ii) any limitation, restriction, deprivation or prevention of, or any interference with, any use of the Cars; (iii) any confiscation, requisition or taking of the Cars by any governmental authority; (iv) any action, omission or breach on the part of Lessor, the Trustee or the holder of any Note under this Lease or under any other agreement at the time existing between the Lessee, the Lessor, the Trustee or such holder; (v) the breach of any warranty of the seller or the manufacturer of the Cars; (vi) any defect in Lessor's title to the Cars; (vii) any claim as a result of any other business dealings of Lessor, the Trustee, such holder or Lessee; or (viii) any insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding up or similar proceeding involving or affecting Lessor, the Trustee or such holder or any action with respect to this Lease which may be taken by any trustee or receiver of Lessor, the Trustee or such holder or by any court in any such proceeding; and Lessee hereby covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate the term of this Lease (except as expressly provided in Sections 14, 15 and 16), terminate this Lease, rescind or avoid this Lease, notwithstanding any of the foregoing. All payments by Lessee hereunder shall be final, and Lessee will not seek to recover any such payment or any part thereof for any reason whatsoever. Lessee waives all rights now or hereafter conferred by statute or otherwise (i) to quit, terminate or surrender this Lease, or (ii) to any abatement, suspension, deferment, diminution or reduction of Basic Rent, Extended Term Rent or additional rent, on account of any such occurrence or otherwise.

5. *Mileage Allowances.* Lessee shall receive, in so far as applicable law and regulations allow, all mileage allowances, rentals and/or other compensation payable by carriers by reason of the use of the Cars (hereinafter called "Mileage"), and it is understood and agreed that if for any reason Lessor receives any Mileage, then (unless an event of default specified in Section 21 shall have occurred and be continuing) Lessor shall promptly remit such Mileage to Lessee.

6. *Identifying Legend.* Lessee shall cause to be plainly, distinctly, permanently and conspicuously stencilled upon each side of each Car the following words in letters not less than one inch in height:

"ALLTANK EQUIPMENT CORP., AS OWNER, LESSOR

THE NATIONAL SHAWMUT BANK OF BOSTON, AS TRUSTEE,
MORTGAGEE AND ASSIGNEE".

If during the continuance of this Lease any of such words shall at any time be defaced or destroyed on any Car, Lessee shall immediately cause such defaced or destroyed words to be restored or replaced. Lessee shall not allow the name of any person, firm, corporation or entity to be placed on any of the Cars as a designation which might be interpreted as indicating a claim of ownership thereof by any person, firm, corporation or entity other than Lessor; but Lessee may letter the Cars with the names or initials or other insignia now or hereafter customarily used by Lessee on its railroad cars of the same or a similar type.

7. *Numbering.* Lessee has, prior to the Commencement Date, caused the identifying symbol GCX to be placed on, and one of Lessee's car numbers to be assigned to and placed on, each side of each such Car, such car numbers being as set forth in Schedule A hereof, and at all times after the Commencement Date Lessee will cause each Car subject to this Lease to bear on each side thereof such identifying symbol and the car number so assigned to it.

Lessee shall use its best efforts to cause the identifying legend required by Section 6 to be placed upon at least 60% in number of the Cars not later than six months after the Commencement Date and will cause all Cars to be so identified not later than one year after the Commencement Date. Lessee will furnish to Lessor (i) not later than six months after the Commencement Date a certificate with respect to

its compliance with the provisions of the preceding sentence and (ii) not later than one year after the Commencement Date a certificate to the effect that it has completed the placing upon all Cars of the legend required by Section 6.

8. *Taxes and Other Charges.* (A) Lessee shall duly pay to the governmental or other authority assessing, levying or imposing the same, as additional rent, before they become delinquent, all taxes, assessments and other governmental charges levied or assessed upon the Cars or the interest of Lessee therein or in respect thereof, the use or operation thereof or the earnings arising from the use or operation thereof, and all sales and use taxes which may be levied or assessed against Lessor or Lessee on account of the acquisition or leasing of the Cars, and shall promptly pay or reimburse Lessor for all taxes, assessments and other governmental charges levied or assessed against Lessor on account of its ownership of the Cars or any thereof or in respect of the use or operation thereof, exclusive, however, of taxes on Lessor's income or on Mileage retained by Lessor (except any such tax on Lessor's income which is in substitution for, or relieves Lessee from the payment of, taxes which it would otherwise be obligated to pay or reimburse as hereinbefore provided, and except as otherwise provided in Section 12). In the event any tax reports are required to be made on the basis of individual Cars, Lessee will either make such reports in such manner as to show the ownership of such Cars by Lessor or will notify the Lessor of such requirement and will make such report in such manner as shall be satisfactory to the Lessor.

(B) Lessee covenants to furnish to Lessor, within 60 days after demand by Lessor, proof of the payment of any tax, assessment, or other governmental or similar charge in respect of the Cars which is payable by Lessee as in this Section provided.

9. *Reports and Inspection.* Lessee will furnish to Lessor on or before the 15th day of April, 1973, and annually thereafter, and at such other times as Lessor shall reasonably request, during the continuance of this Lease, a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of Lessee (an "Authorized Officer"), stating

(i) as of the preceding 31st day of December, (a) the car numbers of all Cars then subject to this Lease, (b) the car numbers

of all Cars that have become lost, destroyed or damaged beyond repair or the title or use of which has been confiscated, requisitioned or taken during the period elapsed since the end of the period covered by the last previous such certificate (or since the date of delivery hereof in the case of the first such report), and

(ii) that, in the case of all Cars repainted or repaired during such period, the stencilled identification legends required to be placed thereon by Section 6 have been replaced or preserved on such Cars or that such Cars have been again stencilled as required by Section 6 and that the identifying symbol and the appropriate car number have been replaced or preserved on each side of each such Car in accordance with Section 7.

Lessor shall have the right, by its authorized representatives, to inspect the Cars, at the sole but reasonable cost and expense of Lessee, at such times as shall be reasonably necessary to confirm to Lessor the existence and proper maintenance thereof during the continuance of this Lease.

10. *Recording.* Lessee will promptly cause this Lease and each supplement hereto to be filed with the Interstate Commerce Commission and to be filed, registered or recorded wherever else required (and thereafter will cause it to be filed, registered or recorded and refiled, reregistered or rerecorded whenever and wherever required) in each place in the United States of America for the proper protection, to the satisfaction of Lessor, of Lessor's title to the Cars under the laws of any jurisdiction within the United States; Lessee will cause this Lease and each supplement hereto to be filed, registered or recorded in such places outside the United States of America as Lessor may reasonably request; and Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister and rerecord whenever required) any and all further instruments, required by law or reasonably requested by Lessor, for the purpose of such protection of its title, or for the purpose of carrying out the intention of this Lease. Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister and rerecord whenever required) all other instruments (including but not limited to the Indenture, the Assignment, manufacturer's certificates of construc-

tion and interchange agreements) in such manner and in such places as shall be required by any present or future law, rule or regulation. Lessor hereby appoints Lessee its agent and attorney-in-fact for and in its name and behalf to execute, acknowledge, deliver, file, register and record (and refile, reregister and rerecord) any and all instruments (including the Indenture and the Assignment) that Lessor may be required by law to file, register and record and Lessee agrees so to do. Lessee will pay all costs, charges and expenses incident to the filing, refiling, registering, reregistering, recording and rerecording of this Lease and incident to the preparation, execution, filing, refiling, registering, reregistering, recording and rerecording of any such further instrument and incident to the taking of any such other action.

11. *Insurance; Indemnification.* (A) Lessee agrees to maintain insurance against liability connected with the use of the Cars to the extent of \$1,000,000 per person and \$1,000,000 per occurrence against liability for bodily injury including death resulting therefrom and to the extent of \$1,000,000 per occurrence against liability for damage to property. Lessee agrees to maintain fire and extended coverage insurance on the Cars to the extent of \$5,000,000 per occurrence. The insurance referred to in this Section 11(A) may be written with such deductible amounts as Lessee deems appropriate but not in excess of deductible amounts applicable to insurance carried by Lessee on other railroad rolling stock owned or operated by Lessee.

(B) Lessee agrees to pay, and to protect, indemnify and save harmless Lessor, the holders of the Notes and the Trustee from and against: (i) any and all liabilities, damages, expenses (including, without limitation, attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from injury to persons or property growing out of or connected with the ownership or use of the Cars or resulting from the condition thereof, and (ii) any liability for violation of any agreement or condition of this Lease to be performed by Lessee or of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Cars or the ownership or use thereof.

12. *Liens, Encumbrances and Charges; Certain Rights Upon Discharge.* (A) Subject to Sections 19 and 20(B), Lessee will not create or permit to be created or to remain, and will promptly discharge, at its

Lessor's Cost of such Cars or, if less, the fair market value of such Cars as agreed by the Lessor and the Lessee or, in the absence of such agreement, as determined by an independent appraiser agreed upon by the Lessor and the Lessee.

(C) Anything in this Lease to the contrary notwithstanding, no purchase of Cars may be made at any time during the Basic Term by the use of funds acquired, directly or indirectly, as a result of or in anticipation of the incurring of any debt which has an interest cost to the Lessee of less than 7.90% per annum.

(D) Whenever any cash payment is made to Lessor under Paragraph (A) or (B) of this Section with respect to the purchase price of any Car, the Basic Rent or Extended Term Rent payable with respect to such Car on each Rent Payment Date occurring after the Rent Payment Date on which such payment shall occur shall be abated with respect to such Car and such Car shall thereafter no longer be deemed one of the Cars subject to this Lease.

17. *Payment and Title Upon Purchase.* In the event of any purchase of any one or more or all of the Cars by Lessee pursuant to any provision of this Lease, Lessor shall not be obligated to give any better title than existed at the time of Lessor's acquisition of title, and Lessee shall accept such title subject, however, to (i) any liens, encumbrances, charges, exceptions and restrictions not created or caused by Lessor and (ii) any laws, regulations and ordinances.

Lessee shall tender to Lessor the consideration for the purchase, and Lessor shall deliver a bill of sale or other instrument conveying title to the Cars to be purchased to Lessee pursuant to this Section. Lessee shall pay all charges incident to any sale or transfer, including applicable federal, state or local taxes and the like. Title to such Cars shall be delivered to Lessee at such place and time as Lessor and Lessee shall agree.

This Lease shall not terminate on the date on which Lessee shall be obligated to purchase the Cars to be purchased, nor shall Lessee's obligations hereunder cease until Lessee shall have paid the purchase price then payable for the Cars to be purchased (without regard to whether or not any delay in such purchase shall be due to the fault of Lessor), without set-off, counterclaim, deduction, defense, abatement,

suspension, deferment, diminution or deduction by reason of any taxes, expenses, indebtedness, obligations, claims, demands, charges and liens of any character incurred by any person or for any other reason, and until Lessee shall have discharged, or made provisions satisfactory to Lessor for the discharge of, all other obligations and liabilities, actual or contingent, of Lessee under this Lease, which obligations and liabilities shall have arisen on or before the date for the purchase of the Cars to be purchased.

18. *Opinion of Counsel.* Concurrently with the execution and delivery of this Lease and of any supplement hereto, Lessee will deliver to Lessor the written opinion of Lessee's General Counsel or an Assistant General Counsel, in form and substance satisfactory to Lessor and its counsel, to the effect that

(i) Lessee is a corporation duly organized and validly existing and in good standing under the laws of the State of New York, with all requisite power and authority to enter into and perform this Lease, including any supplement hereto, and to lease and operate the Cars;

(ii) this Lease, including any supplement hereto, has been duly executed and delivered, pursuant to due authorization, by Lessee and constitutes a valid and binding agreement legally enforceable against Lessee in accordance with its terms and has been recorded or filed in all offices in which recording or filing is necessary to give notice or to protect the validity thereof under the laws of any jurisdiction within the United States;

(iii) no authorization, order, license, permit, franchise, or consent of, or registration, declaration or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Lease and any supplement hereto or if any such approval, authorization, order, license, permit, franchise, consent, registration, declaration or filing is required, specifying the same and stating that the same has been obtained or made and is in full force and effect;

(iv) neither the execution or delivery of this Lease and any supplement hereto, nor performance hereof, nor the consummation

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XX	34	741605	741621	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	\$34,328	\$1,167,163
		741613	741628		42,000 gal.		Feb. 1969		
		741622	741646						
XXI	1	741611		112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	34,706	34,706
XXII	64	945247	945252	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	July 1969	15,825	1,012,784
		945264	945267						
		945269	945270						
		945272	945274						
		945277							
		945279							
XXIII	8	945282	945328	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Sep. 1969	15,992	127,938
		945253					July 1969		
		945268							
		945271							
		945275	945276						
		945278							
XXIV	86	945280	945281	111A 100 W1	13,500 gal.	Molten Sulphur	Oct. 1969	16,584	1,426,193
XXV	5	413000	413085	111A 100 W1	20,000 gal.	Acetone	May 1970	14,823	74,115
XXVI	47	945329	945375	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	May 1970	16,887	793,689
XXVII	1	417155		111A 60A1 W2	17,300 gal.	Nitric Acid	July 1970	29,608	29,608
XXVIII	5	420011	420015	111A 100 W1	20,720 gal.	Formaldehyde	Sep. 1970	23,597	117,983
XXIX	20	426000	426019	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,550	431,009
XXX	17	426020	426036	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,553	366,394
XXXI	3	413086	413088	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,267	48,800
XXXII	3	413089	413091	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,270	48,809
XXXIII	15	945376	945378	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	Feb. 1971	18,434	276,505
		945381							
		945383	945384						
		945386							
		945388							

Category	Number of Cars	GCX Identifying Marks		Description	Type of Service	Date of Acquisition	Lessor's Cost	
		From	To				Per Car	Per Category
XXXIV	15	945390						
		945394						
		945396	945401	LO—Hopper	P.V.C. or H.D.P.E.	Feb. 1971	\$18,504	\$ 277,558
		945377	945380					
		945379						
XXXV	5	945382						
		945385						
		945387						
		945389						
		945391	945393					
XXXVI	15	945395	945405					
		945402						
		417156	417160	105A 500 W	Chlorine	June 1971	22,024	110,121
		417161	417175	105A 500 W	Chlorine	June 1971	21,854	327,803
		417176	417178	105A 500 W	Chlorine	May 1971	21,731	260,773
XXXVII	12	417180						
		417183	417188					
		417190						
		417195						
		417179		105A 500 W	Chlorine	May 1971	21,817	174,534
XXXVIII	8	417181	417182					
		417189						
		417191	417194					
		945406	945410	LO—Hopper	P.V.C. or H.D.P.E.	May 1971	19,109	171,983
		945412	945415					
XXXIX	9	945416	945417	LO—Hopper	P.V.C. or H.D.P.E.	May 1971	18,945	18,945
		945411	945416	LO—Hopper	P.V.C. or H.D.P.E.	May 1971	18,948	170,534
		945429	495430					
		945446						
		945450						
XL	1	945463						
		945468						
		945471						

Category	Number of Cars		GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
	From	To	D.O.T. Spec.	Capacity	Per Car	Per Category				
XLII	33	945418	945421	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	\$19,089	\$	629,924
		945423	945428							
		945431								
		945433	945434							
		945437								
		945439								
		945441								
		945443								
		945445								
		945447	945448							
XLIII	15	945451	945453	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,068	19,068	286,518
		945456								
		945465	945467							
		945469	945470							
		945472	945475							
		945482								
		945483								
		945485								
		945486								
		945487								
XLIV	2	945436		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,066	38,132	
		946442								
		420029	420029							
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
XLV	14	420016	420029	114A 400 W	20,800 gal.	Genetron	July 1971	21,316	298,427	
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
XLVI	16	420016	420029	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	16,840	269,433	
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
XLVII	40	420016	420029	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	17,531	701,247	
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
XLVIII	24	420016	420029	LO—Hopper	4,650 cu. ft.	Soda Ash	Oct. 1971	16,752	402,044	
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
XLIX	48	420016	420029	LO—Hopper	4,475 cu. ft.	Soda Ash	Feb. 1972	21,557	1,034,732	
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
L	895	420016	420029	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,066	38,132	
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
Total									\$16,324,673	

SCHEDULE B TO ASSIGNED LEASE

UNAMORTIZED COSTS OF CARS

On any Rent Payment Date during the Basic Term or any Extended Term the Unamortized Cost of any Car shall be an amount equal to the product of the percentage set forth in Column 2 below opposite such Rent Payment Date times Lessor's Cost of such Car plus the installment of Basic Rent or Extended Term Rent due with respect to such Car on such Rent Payment Date. Notwithstanding the foregoing, the Unamortized Cost of any Car on any Rent Payment Date during the Basic Term shall in no event be less than an amount sufficient to prepay a principal amount of Notes which is in the same proportion to the aggregate principal amount of Notes originally issued under the Indenture as Lessor's Cost for such Car bears to the aggregate Lessor's Cost for all Cars originally subject to this Lease, together with interest accrued on such principal amount to such date.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment</u>		<u>Rent Payment</u>	
<u>Date</u>		<u>Date</u>	
1 -----	99.455444%	20 -----	87.093156%
2 -----	98.901359	21 -----	86.322895
3 -----	98.337577	22 -----	85.537422
4 -----	97.763929	23 -----	84.736435
5 -----	97.180243	24 -----	83.919630
6 -----	96.586341	25 -----	83.086693
7 -----	95.982047	26 -----	82.237304
8 -----	95.367177	27 -----	81.371140
9 -----	94.741547	28 -----	80.487870
10 -----	94.104969	29 -----	79.587155
11 -----	93.457250	30 -----	78.668652
12 -----	92.798196	31 -----	77.732007
13 -----	92.127609	32 -----	76.776865
14 -----	91.445287	33 -----	75.802856
15 -----	90.751024	34 -----	74.809613
16 -----	90.044611	35 -----	73.796753
17 -----	89.325836	36 -----	72.763888
18 -----	88.594483	37 -----	71.710626
19 -----	87.850331	38 -----	70.636559

damages for loss of a bargain and not as a penalty, (x) a sum equal to the total of all installments of Basic Rent due on all Basic Rent Payment Dates after the date of default and not theretofore paid (but in any event, not less than an amount equal to the unpaid principal amount of, premium, if any, and interest (including interest on overdue principal or interest) on the Notes at the time outstanding) and (y) if such default occurs after the commencement of any Extended Term all Extended Term Rent due on all Extended Term Rent Payment Dates for such Extended Term after the date of default and not theretofore paid, discounted on the basis of a rate of 9% per annum, compounded annually, and (ii) any damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of Basic Rent or Extended Term Rent. Lessee hereby waives, to the full extent permitted by law, any right it may have to require the sale or lease, in mitigation of damages, of the Cars, but Lessee shall be entitled to receive credit for any amount received in respect of such sale or lease.

Anything to the contrary hereinabove contained notwithstanding, any nonpayment of Basic Rent, Extended Term Rent or additional rent due hereunder, whether during the applicable period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of Lessee to pay also an amount equal to 9% per annum of the overdue Basic Rent, Extended Term Rent or additional rent, as the case may be, for the period of time during which such Basic Rent, Extended Term Rent or additional rent shall be overdue.

The remedies in this Section provided in favor of Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing under this Lease, at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies in this Section provided, to the extent that such waiver is permitted by law. Extension of time for any payment of Basic Rent, Extended Term Rent or additional rent, acceptance of a part thereof or

failure of Lessor to enforce promptly any breach of this Lease by Lessee shall not constitute a waiver of any of Lessor's rights under this Section.

22. *Acceptance of Surrender; Redelivery.* No surrender to Lessor of this Lease or of the Cars or any thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor, and no act by a representative or agent of Lessor, and no act by Lessor, other than such a written agreement and acceptance by Lessor, shall constitute an acceptance of any such surrender. Upon the termination of the term of this Lease with respect to all the Cars by reason of expiration of the stated term hereof, such Cars shall be delivered to Lessor at such place and time as Lessor and Lessee shall agree.

23. *No Claims Against Lessor.* Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services in respect of the Cars or any thereof, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services as would permit the making of any claim against Lessor.

24. *Notices, etc.* During the term of this Lease, all notices, demands, requests, approvals, consents, and other similar instruments of whatsoever kind or character to which Lessor may be entitled or which may be required pursuant to this Lease to be given to Lessor shall be made and delivered to Lessor at its address set forth above or at such other address as Lessor shall notify Lessee. All such notices, demands, requests, approvals and other similar instruments under this Lease shall be in writing, and shall be deemed to have been properly given if sent by United States registered mail, postage prepaid, (i) if to Lessee, addressed to Lessee at its address set forth above, or at such other address as Lessee from time to time may have designated by notice to Lessor, and (ii) if to Lessor, addressed to Lessor at its address set forth above, or at such other address as Lessor may have designated, from time to time, by notice to Lessee.

25. *Waiver, Discharge.* If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the re-

Lessor's Cost of such Cars or, if less, the fair market value of such Cars as agreed by the Lessor and the Lessee or, in the absence of such agreement, as determined by an independent appraiser agreed upon by the Lessor and the Lessee.

(C) Anything in this Lease to the contrary notwithstanding, no purchase of Cars may be made at any time during the Basic Term by the use of funds acquired, directly or indirectly, as a result of or in anticipation of the incurring of any debt which has an interest cost to the Lessee of less than 7.90% per annum.

(D) Whenever any cash payment is made to Lessor under Paragraph (A) or (B) of this Section with respect to the purchase price of any Car, the Basic Rent or Extended Term Rent payable with respect to such Car on each Rent Payment Date occurring after the Rent Payment Date on which such payment shall occur shall be abated with respect to such Car and such Car shall thereafter no longer be deemed one of the Cars subject to this Lease.

17. *Payment and Title Upon Purchase.* In the event of any purchase of any one or more or all of the Cars by Lessee pursuant to any provision of this Lease, Lessor shall not be obligated to give any better title than existed at the time of Lessor's acquisition of title, and Lessee shall accept such title subject, however, to (i) any liens, encumbrances, charges, exceptions and restrictions not created or caused by Lessor and (ii) any laws, regulations and ordinances.

Lessee shall tender to Lessor the consideration for the purchase, and Lessor shall deliver a bill of sale or other instrument conveying title to the Cars to be purchased to Lessee pursuant to this Section. Lessee shall pay all charges incident to any sale or transfer, including applicable federal, state or local taxes and the like. Title to such Cars shall be delivered to Lessee at such place and time as Lessor and Lessee shall agree.

This Lease shall not terminate on the date on which Lessee shall be obligated to purchase the Cars to be purchased, nor shall Lessee's obligations hereunder cease until Lessee shall have paid the purchase price then payable for the Cars to be purchased (without regard to whether or not any delay in such purchase shall be due to the fault of Lessor), without set-off, counterclaim, deduction, defense, abatement,

suspension, deferment, diminution or deduction by reason of any taxes, expenses, indebtedness, obligations, claims, demands, charges and liens of any character incurred by any person or for any other reason, and until Lessee shall have discharged, or made provisions satisfactory to Lessor for the discharge of, all other obligations and liabilities, actual or contingent, of Lessee under this Lease, which obligations and liabilities shall have arisen on or before the date for the purchase of the Cars to be purchased.

18. *Opinion of Counsel.* Concurrently with the execution and delivery of this Lease and of any supplement hereto, Lessee will deliver to Lessor the written opinion of Lessee's General Counsel or an Assistant General Counsel, in form and substance satisfactory to Lessor and its counsel, to the effect that

(i) Lessee is a corporation duly organized and validly existing and in good standing under the laws of the State of New York, with all requisite power and authority to enter into and perform this Lease, including any supplement hereto, and to lease and operate the Cars;

(ii) this Lease, including any supplement hereto, has been duly executed and delivered, pursuant to due authorization, by Lessee and constitutes a valid and binding agreement legally enforceable against Lessee in accordance with its terms and has been recorded or filed in all offices in which recording or filing is necessary to give notice or to protect the validity thereof under the laws of any jurisdiction within the United States;

(iii) no authorization, order, license, permit, franchise, or consent of, or registration, declaration or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Lease and any supplement hereto or if any such approval, authorization, order, license, permit, franchise, consent, registration, declaration or filing is required, specifying the same and stating that the same has been obtained or made and is in full force and effect;

(iv) neither the execution or delivery of this Lease and any supplement hereto, nor performance hereof, nor the consummation

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XX	34	741605	741621	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	\$34,328	\$1,167,163
		741613	741628		42,000 gal.		Feb. 1969		
		741622	741646						
XXI	1	741611		112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	34,706	34,706
XXII	64	945247	945252	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	July 1969	15,825	1,012,784
		945264	945267						
		945269	945270						
		945272	945274						
		945277							
		945279							
XXIII	8	945282	945328	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Sep. 1969	15,992	127,938
		945253					July 1969		
		945268							
		945271							
		945275	945276						
		945278							
XXIV	86	945280	945281	111A 100 W1	13,500 gal.	Molten Sulphur	Oct. 1969	16,584	1,426,193
XXV	5	413000	413085	111A 100 W1	20,000 gal.	Acetone	May 1970	14,823	74,115
XXVI	47	945329	945375	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	May 1970	16,887	793,689
XXVII	1	417155		111A 60A1 W2	17,300 gal.	Nitric Acid	July 1970	29,608	29,608
XXVIII	5	420011	420015	111A 100 W1	20,720 gal.	Formaldehyde	Sep. 1970	23,597	117,983
XXIX	20	426000	426019	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,550	431,009
XXX	17	426020	426036	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,553	366,394
XXXI	3	413086	413088	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,267	48,800
XXXII	3	413089	413091	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,270	48,809
XXXIII	15	945376	945378	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	Feb. 1971	18,434	276,505
		945381							
		945383	945384						
		945386							
		945388							

Category	Number of Cars	GCX Identifying Marks		Description	Type of Service	Date of Acquisition	Lessor's Cost	
		From	To				Per Car	Per Category
XXXIV	15	945390						
		945394						
		945396	945401	LO—Hopper	P.V.C. or H.D.P.E.	Feb. 1971	\$18,504	\$ 277,558
		945377	945380					
		945379						
XXXV	5	945382						
		945385						
		945387						
		945389						
		945391						
		945395						
		945402						
		417156	417160	105A 500 W	Chlorine	June 1971	22,024	110,121
		417161	417175	105A 500 W	Chlorine	June 1971	21,854	327,803
		417176	417178	105A 500 W	Chlorine	May 1971	21,731	260,773
XXXVIII	8	417180						
		417183	417188					
		417190						
		417195						
		417179		105A 500 W	Chlorine	May 1971	21,817	174,534
XXXIX	9	417181	417182					
		417189						
		417191	417194					
XL	1	945406	945410	LO—Hopper	P.V.C. or H.D.P.E.	May 1971	19,109	171,983
		945412	945415					
XLI	9	945411		LO—Hopper	P.V.C. or H.D.P.E.	May 1971	18,945	18,945
		945416	945417	LO—Hopper	P.V.C. or H.D.P.E.	May 1971	18,948	170,534
		945429	495430					
		945446						
		945450						
		945463						
		945468						
		945471						

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost								
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category							
XLII	33	945418	945421	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	\$19,089	\$ 629,924							
		945423	945428													
		945431														
		945433	945434													
		945437														
		945439														
		945441														
		945443														
		945445														
		945447	945448													
XLIII	1	945422		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,068	19,068							
	XLIV	15	945432								LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	June 1971	19,101	286,518
			945435													
			945438													
			945440													
			945444													
			945449													
			945454							945455						
			945457							945462						
			945464													
XLV	2	945436		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,066	38,132							
		946442														
XLVI	14	420016	420029	114A 400 W	20,800 gal.	Genetron	July 1971	21,316	298,427							
XLVII	16	944605	944620	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	16,840	269,433							
XLVIII	40	944621	944660	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	17,531	701,247							
XLIX	24	944661	944684	LO—Hopper	4,650 cu. ft.	Soda Ash	Oct. 1971	16,752	402,044							
L	48	954400	954447	LO—Hopper	4,475 cu. ft.	Soda Ash	Feb. 1972	21,557	1,034,732							
895							Total	\$16,324,673							

SCHEDULE B TO ASSIGNED LEASE

UNAMORTIZED COSTS OF CARS

On any Rent Payment Date during the Basic Term or any Extended Term the Unamortized Cost of any Car shall be an amount equal to the product of the percentage set forth in Column 2 below opposite such Rent Payment Date times Lessor's Cost of such Car plus the installment of Basic Rent or Extended Term Rent due with respect to such Car on such Rent Payment Date. Notwithstanding the foregoing, the Unamortized Cost of any Car on any Rent Payment Date during the Basic Term shall in no event be less than an amount sufficient to prepay a principal amount of Notes which is in the same proportion to the aggregate principal amount of Notes originally issued under the Indenture as Lessor's Cost for such Car bears to the aggregate Lessor's Cost for all Cars originally subject to this Lease, together with interest accrued on such principal amount to such date.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment</u>		<u>Rent Payment</u>	
<u>Date</u>		<u>Date</u>	
1 -----	99.455444%	20 -----	87.093156%
2 -----	98.901359	21 -----	86.322895
3 -----	98.337577	22 -----	85.537422
4 -----	97.763929	23 -----	84.736435
5 -----	97.180243	24 -----	83.919630
6 -----	96.586341	25 -----	83.086693
7 -----	95.982047	26 -----	82.237304
8 -----	95.367177	27 -----	81.371140
9 -----	94.741547	28 -----	80.487870
10 -----	94.104969	29 -----	79.587155
11 -----	93.457250	30 -----	78.668652
12 -----	92.798196	31 -----	77.732007
13 -----	92.127609	32 -----	76.776865
14 -----	91.445287	33 -----	75.802856
15 -----	90.751024	34 -----	74.809613
16 -----	90.044611	35 -----	73.796753
17 -----	89.325836	36 -----	72.763888
18 -----	88.594483	37 -----	71.710626
19 -----	87.850331	38 -----	70.636559

damages for loss of a bargain and not as a penalty, (x) a sum equal to the total of all installments of Basic Rent due on all Basic Rent Payment Dates after the date of default and not theretofore paid (but in any event, not less than an amount equal to the unpaid principal amount of, premium, if any, and interest (including interest on overdue principal or interest) on the Notes at the time outstanding) and (y) if such default occurs after the commencement of any Extended Term all Extended Term Rent due on all Extended Term Rent Payment Dates for such Extended Term after the date of default and not theretofore paid, discounted on the basis of a rate of 9% per annum, compounded annually, and (ii) any damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of Basic Rent or Extended Term Rent. Lessee hereby waives, to the full extent permitted by law, any right it may have to require the sale or lease, in mitigation of damages, of the Cars, but Lessee shall be entitled to receive credit for any amount received in respect of such sale or lease.

Anything to the contrary hereinabove contained notwithstanding, any nonpayment of Basic Rent, Extended Term Rent or additional rent due hereunder, whether during the applicable period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of Lessee to pay also an amount equal to 9% per annum of the overdue Basic Rent, Extended Term Rent or additional rent, as the case may be, for the period of time during which such Basic Rent, Extended Term Rent or additional rent shall be overdue.

The remedies in this Section provided in favor of Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing under this Lease, at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies in this Section provided, to the extent that such waiver is permitted by law. Extension of time for any payment of Basic Rent, Extended Term Rent or additional rent, acceptance of a part thereof or

failure of Lessor to enforce promptly any breach of this Lease by Lessee shall not constitute a waiver of any of Lessor's rights under this Section.

22. *Acceptance of Surrender; Redelivery.* No surrender to Lessor of this Lease or of the Cars or any thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor, and no act by a representative or agent of Lessor, and no act by Lessor, other than such a written agreement and acceptance by Lessor, shall constitute an acceptance of any such surrender. Upon the termination of the term of this Lease with respect to all the Cars by reason of expiration of the stated term hereof, such Cars shall be delivered to Lessor at such place and time as Lessor and Lessee shall agree.

23. *No Claims Against Lessor.* Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services in respect of the Cars or any thereof, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services as would permit the making of any claim against Lessor.

24. *Notices, etc.* During the term of this Lease, all notices, demands, requests, approvals, consents, and other similar instruments of whatsoever kind or character to which Lessor may be entitled or which may be required pursuant to this Lease to be given to Lessor shall be made and delivered to Lessor at its address set forth above or at such other address as Lessor shall notify Lessee. All such notices, demands, requests, approvals and other similar instruments under this Lease shall be in writing, and shall be deemed to have been properly given if sent by United States registered mail, postage prepaid, (i) if to Lessee, addressed to Lessee at its address set forth above, or at such other address as Lessee from time to time may have designated by notice to Lessor, and (ii) if to Lessor, addressed to Lessor at its address set forth above, or at such other address as Lessor may have designated, from time to time, by notice to Lessee.

25. *Waiver, Discharge.* If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the re-

mainder of this Lease and any other application of such term or provision shall not be affected thereby. Neither this Lease nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The headings in this Lease are for convenience of reference only and shall not define or limit the provisions hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

26. *Assignment of Lessor's Interest.* Concurrently with the execution and delivery of this Lease, Lessor is assigning to the Trustee as security for the Notes all of its rights and interests under this Lease pursuant to an Assignment of Lease and Agreement dated as of the date hereof, among Lessor, Lessee and the Trustee. Lessee hereby confirms its consent and agreement to said assignment and agrees that (i) the Trustee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the Trustee had been a party hereto, (ii) no action or failure to act on the part of Lessor shall adversely affect or limit any rights of the Trustee, (iii) such Assignment shall not release Lessor from any of its obligations under this Lease nor constitute an assumption of any such obligations on the part of the Trustee, (iv) no Basic Rent may be prepaid prior to the due date thereof without the prior written consent of the Trustee, (v) no termination, amendment or modification of this Lease and no waiver of any of the terms and provisions hereof shall be valid unless consented to in writing by the Trustee, (vi) all notices, demands, consents, requests, approvals or other instruments given by Lessee hereunder shall also be delivered to the Trustee, and (vii) whenever the term Lessor is used herein, it shall, when appropriate, include the Trustee.

27. *New York Law.* This Lease shall be governed by and construed in accordance with the law of the State of New York.

28. *Successors.* This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date first above set forth.

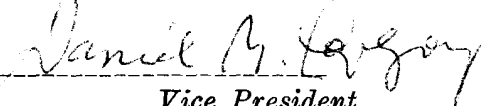
ALLTANK EQUIPMENT CORP.

By 
Vice President

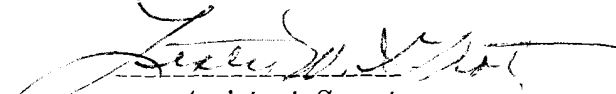
Attest:


Assistant Secretary

ALLIED CHEMICAL CORPORATION

By 
Vice President

Attest:


Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 28th day of July, 1972, before me personally came William to me known, who being by me duly sworn, did depose and say that he resides at 79 Kensington Rd Bronxville NY; that he is a Vice President of ALLTANK EQUIPMENT CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Joy Mastromauro
Notary Public

JOY MASTROMAURO
Notary Public, State of New York
No. 41-7757605
Qualified in Queens County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 28th day of July, 1972, before me personally came David B. LOVEJOY, to me known, who being by me duly sworn, did depose and say that he resides at 29 Kings Hill Court, Summit, New Jersey; that he is a Vice President of ALLIED CHEMICAL CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Lillian De Mayo
Notary Public

LILLIAN DE MAYO
Notary Public, State of New York
No. 24-8914080
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1973

SCHEDULE A TO ASSIGNED LEASE
DESCRIPTION OF THE CARS

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
I	7	210100	210106	111A 100 W5	10,000 gal.	Muriatic Acid	May 1966	\$11,752	\$ 82,264
II	5	944600	944604	LO—Hopper	4,650 cu. ft.	P.V.C.	Mar. 1967	12,484	62,420
III	5	945254	945258	LO—Hopper	5,250 cu. ft.	Soda Ash	Aug. 1967	12,609	63,045
IV	5	945259	945263	LO—Hopper	5,250 cu. ft.	Soda Ash	Aug. 1967	12,685	63,426
V	10	310200	310201	103W	10,000 gal.	Caustic Soda	June 1967	12,964	129,644
		310203	310210						
VI	5	310202		103W	10,000 gal.	Caustic Soda	June 1967	12,924	64,621
		310211	310214						
VII	10	410400	410409	111A 100 W2	10,000 gal.	Oleum	Nov. 1967	13,191	131,909
VIII	2	433001	433002	112A 340 W	33,500 gal.	L.P.G.	Dec. 1967	17,106	34,211
IX	7	945200	945206	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Dec. 1967	14,831	103,816
X	40	945207	945246	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Feb.-Apr. 1968	14,819	592,764
XI	1	433000		112A 340 W	33,500 gal.	L.P.G.	Mar. 1968	18,399	18,399
XII	8	731000	731007	111A 100 W1	30,100 gal.	Pitch	Apr. 1968	40,210	321,676
XIII	70	944700	944769	LO—Hopper	4,700 cu. ft.	Soda Ash	July 1968	12,048	843,373
XIV	10	416000	416009	111A 100 W1	16,100 gal.	Caustic Soda	July 1968	16,735	167,353
XV	6	420000	420005	111A 100 W1	20,450 gal.	Pitch	July 1968	26,723	160,339
XVI	80	417000	417024	105A 500 W	17,300 gal.	Chlorine	Aug. 1968	16,796	1,343,689
		417100	417154						
XVII	10	416010	416011	111A 100 W1	16,100 gal.	Caustic Soda	Dec. 1968	17,232	172,319
		416014							
		416016	416017						
		416019	416023						
XVIII	28	416012	416013	111A 100 W1	16,000 gal.	Caustic Soda	Dec. 1968	17,061	477,701
		416015							
		416018							
		416024	416047						
XIX	10	741600	741604	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	34,423	344,232
		741606	741609						
		741612							

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XX	34	741605	741621	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	\$34,328	\$1,167,163
		741613	741628		42,000 gal.		Feb. 1969		
		741622	741646						
XXI	1	741611		112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	34,706	34,706
XXII	64	945247	945252	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	July 1969	15,825	1,012,784
		945264	945267						
		945269	945270						
		945272	945274						
		945277							
		945279							
XXIII	8	945282	945328	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Sep. 1969	15,992	127,938
		945253					July 1969		
		945268							
		945271							
		945275	945276						
		945278							
XXIV	86	945280	945281	111A 100 W1	13,500 gal.	Molten Sulphur	Oct. 1969	16,584	1,426,193
XXV	5	413000	413085	111A 100 W1	20,000 gal.	Acetone	May 1970	14,823	74,115
XXVI	47	945329	945375	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	May 1970	16,887	793,689
XXVII	1	417155		111A 60A1 W2	17,300 gal.	Nitric Acid	July 1970	29,608	29,608
XXVIII	5	420011	420015	111A 100 W1	20,720 gal.	Formaldehyde	Sep. 1970	23,597	117,983
XXIX	20	426000	426019	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,550	431,009
XXX	17	426020	426036	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,553	366,394
XXXI	3	413086	413088	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,267	48,800
XXXII	3	413089	413091	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,270	48,809
XXXIII	15	945376		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	Feb. 1971	18,434	276,505
		945378							
		945381							
		945383	945384						
		945386							
		945388							

Category	Number of Cars	GCX Identifying Marks		Description	Type of Service	Date of Acquisition	Lessor's Cost	
		From	To				Per Car	Per Category
XXXIV	15	945390						
		945394						
		945396	945401	LO—Hopper	P.V.C. or H.D.P.E.	Feb. 1971	\$18,504	\$ 277,558
		945377	945380					
		945379						
XXXV	5	945382						
		945385						
		945387						
		945389						
		945391						
		945395						
		945402						
		417156	417160	105A 500 W	Chlorine	June 1971	22,024	110,121
		417161	417175	105A 500 W	Chlorine	June 1971	21,854	327,803
		417176	417178	105A 500 W	Chlorine	May 1971	21,731	260,773
XXXVIII	8	417180						
		417183	417188					
		417190						
		417195						
		417179		105A 500 W	Chlorine	May 1971	21,817	174,534
XXXIX	9	417181	417182					
		417189						
		417191	417194					
		945406	945410	LO—Hopper	P.V.C. or H.D.P.E.	May 1971	19,109	171,983
		945412	945415					
XL	1	945411		LO—Hopper	P.V.C. or H.D.P.E.	May 1971	18,945	18,945
		945416	945417	LO—Hopper	P.V.C. or H.D.P.E.	May 1971	18,948	170,534
XLI	9	945429	495430					
		945446						
		945450						
		945463						
		945468						
		945471						

Category	Number of Cars		GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
	From	To	D.O.T. Spec.	Capacity	Per Car	Per Category				
XLII	33	945418	945421	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	\$19,089	\$	629,924
		945423	945428							
		945431								
		945433	945434							
		945437								
		945439								
		945441								
		945443								
		945445								
		945447	945448							
XLIII	15	945451	945453	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,068	19,068	286,518
		945456								
		945465	945467							
		945469	945470							
		945472	945475							
		945482								
		945483								
		945485								
		945488								
		945490								
XLIV	2	945493		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,066	38,132	
		945494								
		945495								
		945496								
		945497								
		945498								
		945499								
		945454	945455							
		945457	945462							
		945464								
XLV	14	945436		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,066	38,132	
		946442								
		420016	420029							
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							
XLVI	16	944605	944620	LO—Hopper	4,650 cu. ft.	Genetron	July 1971	21,316	298,427	
		944621	944660							
		944661	944684							
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
		946442	420029							
XLVII	40	944621	944660	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	16,840	269,433	
		944661	944684							
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
		946442	420029							
		944605	944620							
XLVIII	24	944661	944684	LO—Hopper	4,650 cu. ft.	Soda Ash	Oct. 1971	16,752	402,044	
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							
XLIX	48	944661	944684	LO—Hopper	4,475 cu. ft.	Soda Ash	Feb. 1972	21,557	1,034,732	
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							
L	895	944661	944684	LO—Hopper	4,475 cu. ft.	Soda Ash	Total	\$16,324,673	
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							
		944661	944684							
		954400	954447							
		946442	420029							
		944605	944620							
		944621	944660							

SCHEDULE B TO ASSIGNED LEASE

UNAMORTIZED COSTS OF CARS

On any Rent Payment Date during the Basic Term or any Extended Term the Unamortized Cost of any Car shall be an amount equal to the product of the percentage set forth in Column 2 below opposite such Rent Payment Date times Lessor's Cost of such Car plus the installment of Basic Rent or Extended Term Rent due with respect to such Car on such Rent Payment Date. Notwithstanding the foregoing, the Unamortized Cost of any Car on any Rent Payment Date during the Basic Term shall in no event be less than an amount sufficient to prepay a principal amount of Notes which is in the same proportion to the aggregate principal amount of Notes originally issued under the Indenture as Lessor's Cost for such Car bears to the aggregate Lessor's Cost for all Cars originally subject to this Lease, together with interest accrued on such principal amount to such date.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment</u>		<u>Rent Payment</u>	
<u>Date</u>		<u>Date</u>	
1 -----	99.455444%	20 -----	87.093156%
2 -----	98.901359	21 -----	86.322895
3 -----	98.337577	22 -----	85.537422
4 -----	97.763929	23 -----	84.736435
5 -----	97.180243	24 -----	83.919630
6 -----	96.586341	25 -----	83.086693
7 -----	95.982047	26 -----	82.237304
8 -----	95.367177	27 -----	81.371140
9 -----	94.741547	28 -----	80.487870
10 -----	94.104969	29 -----	79.587155
11 -----	93.457250	30 -----	78.668652
12 -----	92.798196	31 -----	77.732007
13 -----	92.127609	32 -----	76.776865
14 -----	91.445287	33 -----	75.802856
15 -----	90.751024	34 -----	74.809613
16 -----	90.044611	35 -----	73.796753
17 -----	89.325836	36 -----	72.763888
18 -----	88.594483	37 -----	71.710626
19 -----	87.850331	38 -----	70.636559

<u>Column 1</u>	<u>Column 2</u>	<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment</u>		<u>Rent Payment</u>	
<u>Date</u>		<u>Date</u>	
39 -----	69.541282%	60 -----	40.819209%
40 -----	68.424372	61 -----	39.135038
41 -----	67.285403	62 -----	37.417605
42 -----	66.123940	63 -----	35.666253
43 -----	64.939536	64 -----	33.880311
44 -----	63.731742	65 -----	32.059096
45 -----	62.500093	66 -----	30.201913
46 -----	61.244120	67 -----	28.308051
47 -----	59.963342	68 -----	26.376785
48 -----	58.657267	69 -----	24.407376
49 -----	57.325398	70 -----	22.399071
50 -----	55.967224	71 -----	20.351103
51 -----	54.582226	72 -----	18.262687
52 -----	53.169876	73 -----	16.133024
53 -----	51.729630	74 -----	13.961302
54 -----	50.260941	75 -----	11.746687
55 -----	48.763243	76 -----	9.488334
56 -----	47.235967	77 -----	7.185378
57 -----	45.678527	78 -----	4.836939
58 -----	44.090328	79 -----	2.442118
59 -----	42.470762	80 - 140 ----	0.000000